

CASE of EDWARD RICHARDSON. *R*

THAT the said *E. Richardson* having had several Suits at Law commenced against him by *Irish Vagrants*, as Agents for Sailors who took the two *French Prizes*, called *Marquis D'Antin* and *Lewis Erasmus*; altho' every Cause hath been determined in his Favour, with Costs, he yet was obliged to disburse the said Costs, the Principals not being to be found, which with 130 *l.* due from *James Richardson*, late Cabinet-maker, of *Birckin-Lane*, and 345 *l.* 10 *s.* now due from *Richard Sisley*, so greatly distressed the said *E. Richardson*, that he did, for the Benefit of his just Creditors, become a Bankrupt, the better to avoid the ill Intentions of the above-mentioned Persons, who had combined to ruin him.

So soon as the Commission was advertised, *Mr. Robert Purnall*, of *Lombard-Street*, whose Debt was at that Time about 60 *l.* desired the said Bankrupt's Interest to be made an Assignee, in order to remove some Difficulties in his (*Purnall's*) Circumstances, which were then embarrass'd (as the said *Mr. Purnall* told the Bankrupt) by the Delay of Remittances from abroad; at the same time shewing the said Bankrupt a written Parchment; telling him that it was a Decree in Chancery, subjecting him (the said *Purnall*) to the Payment of a considerable Sum of Money, on account of a Guardianship: Which the Bankrupt complied with, not apprehending that any Detriment to his Creditors might arise from thence.

The other Assignee, *Mr. John Butler*, of *Broad-Street, Wapping*, desiring Things of the said Bankrupt very injurious to the other Creditors, took a Dislike to the said Bankrupt for refusing his Requests; and did, in concert with the said *Mr. Purnall*, contrive every Method to distress the said Bankrupt in his Office, in Violation of their Promises made to him before their being chose; and contrary to the general kind Inclinations of his other Creditors, the highest whereof (in Value) having signed his Certificate, well knowing the Justness of the Accompt annexed; and believing that the said Bankrupt would surrender his Office, in case his Estate and Effects, exclusive thereof, would not (when got in) be sufficient to pay Fifteen Shillings in the Pound; the said Bankrupt having desired so to do, in presence of the Right Honourable the Lord Mayor, and Court of Aldermen.

And notwithstanding the Satisfaction that Honourable Court shewed thereto, by dismissing the Petition of the said Assignees, who therein pray'd that the said Bankrupt might be divested of his Office; they, the said Assignees, did petition the Right Honourable the Lord Chancellor, alledging, that the Bankrupt had purchased his Office with borrowed Money; and that, without Sale thereof, his Estate and Effects already received and discovered, were not sufficient to pay Five Shillings in the Pound: And, since that Time, the said *Mr. Purnall*, hath, by another Petition to his Lordship, alledged, that the Bankrupt's Estate and Effects would not amount to pay his Creditors Three Shillings in the Pound for their Debts by them respectively proved, under the said Commission, without the Sale of the said Office; tho' the said *Mr. Purnall* had about, or before that Time, purchased Debts, so proved, at the Rate of Sixteen Shillings in the Pound; one in particular of *Mr. Bradley*, of *Leadenball-Street*.

The Bankrupt owns his having borrowed 300 *l.* to make up 930 *l.* the Purchase of his Office; but that, long before the issuing of the Commission, he

he had discharged 150 *l.* thereof ; and is humbly of Opinion, that his Account underneath will sufficiently demonstrate the Rashness of their Affidavits.

Upon the first Affidavit, and the Bankrupt's Attorney's not exhibiting a Schedule of the Bankrupt's Estate and Effects, as requested, his Lordship ordered the said Bankrupt to surrender his Office. Upon which the Bankrupt secreted himself, he conceiving great Hopes from the Issue of a Cause now depending in the Court of Chancery ; and already set down in the List, to be heard in due Course by his Lordship, wherein the Bankrupt is Plaintiff, by his Assignees, for 345 *l.* and upwards. And the Bankrupt now declares, in the Face of the World, that his Designs and Desires were, and still are, freely to part with the said Office, for the Benefit of his Creditors, in case the Assignees should not be intitled to, and receive, the full Sum of 345 *l.* 10 *s.* 6*d.* on account of the said Cause ; or should otherwise be unable to divide full Fifteen Shillings in the Pound.

As a farther Instance of the Severity of Mr. *Butler* and Mr. *Purnall*, Assignees to the said Bankrupt, they have refused to call together the Creditors, though often, by the said Bankrupt, requested to do this, in order to convey some Information to them, for the Benefit of the Estate ; and a speedier Method of getting in his Effects than hath, by the said Assignees, been hitherto used.

And the said Assignees, as the Bankrupt is informed and verily believes, did, in *February* last, upon Oath declare to the Right Honourable the Lord Mayor and Court of Aldermen, that there was no Money due to the Bankrupt's Estate from the Managers of the Prince *Frederick* and Duke Privateers : And that the Debts due from *Sisley* were assigned over by the said Bankrupt, and out of their Power ; all which is answered by the said Bankrupt, in Manner following :

That the Bankrupt, about a Fortnight since, was informed by Mr. *Hall*, Clerk to the Commission, that Mr. *Purnall*, an Assignee aforesaid, had received, a few Days before, Forty Pounds from the Managers of the said Prince *Frederick* and Duke Privateers ; which is a Proof to the contrary : That *Sisley's* Debts were assigned to one Mr. *Higmoor*, an Attorney, who hath proved his Debt under the Commission, is very true, but not till after the said *Richardson* was a Bankrupt ; which is well known to Mr. *Hall* the foresaid Clerk to the Commission, then in Partnership with Mr. *Higmoor*, and at that time Attorney to the said Bankrupt ; when the said *Hall* instructed and advised the said Bankrupt to sign a Deed, which he (Mr. *Hall*) had prepared, in favour of his Partner Mr. *Higmoor*, which was executed a Day or two before the issuing of the Commission, viz. in *April*, 1749, and witnessed by said Mr. *Hall*, though (for Reasons best known to himself) made to bear Date in *June*, 1748. These Reasons, and several others (not proper to mention herein) the Bankrupt intends to lay before the Right Honourable the Lord High Chancellor of Great Britain, as soon as he shall be able to master the Expence necessary for that Purpose, as an humble Apology for his Disobedience to his Lordship's Commands ; and, in the mean time, throws himself at the Feet of the Magistracy of this City, most humbly imploring their Compassion, Justice, and Protection, in favour of himself, his Wife, and two small Children.

Sworn the 19th Day of *May*, 1750, }
before me Rob^t Ladbroke.

Edw^d Richardson.

A SCHEDULE, or ACCOMPT of the Estate and Effects of
Edward Richardson, a Bankrupt.

	l.	s.	d.
R ichard Sisley on Bond - - - -	270	0	0
Three Years Interest due thereon - - -	40	10	
His Promissory Note given on Account of Law Charges, paid at his Request, to carry on the Suit now depending in Chancery - - - - -	25	0	0
Two Years Interest thereon - - - - -	2	10	0
The Justness of this Accompt was denied by the said Sisley, 'till a Meeting of the Assignees in Sept. last, when it was by him agreed to, and he gave a Note to the Assignees for the further Sum of 7l. 10s. to be paid at the Issue of the Suit	7	10	0

Receiv'd of sundry Persons by the Assignees - - -	£ 345	10	0
Household Goods secured to them - - - -	200	0	0
Due by Bill on the City for Lord Mayor's Day, &c. 1748	100	3	0
Ditto on Ditto for proclaiming the Peace - - -	12	0	0
One Years Salary due Ladyday last - - - -	6	0	0
Two Freedoms which 'tis hoped may be obtain'd by pe- titioning - - - - -	60	0	0
	50	0	0

£ 773 13 0

Managers of Prince Frederick and Duke Privateers

John Gardiner's Draught on them - - -	£ 15
John Tanner, Ditto and Bill of Sale - - -	49
David Merry's Draught - - - - -	4
Due from them by their own Accompts a Dividend of 60 l. per Share, which on 2 $\frac{1}{4}$ Shares pur- chas'd by the said Edward Richardson, amounts to - - - - -	165

Receiv'd at sundry Times in Part	233		
	140		
James Richardson, 130 l. at 12 d. per l. Dividend	183	0	0
	93		
	6	10	0

N. B. 'Tis believ'd that the 2 $\frac{1}{4}$ Shares will amount
at least to One Hundred Pounds per Share, which
will be 275 £
165

£ 873 3 0

If so will be 110 Increase.

Proved under the Commission, as appears by an Account this
Day delivered by Mr. Samuel Hall, Clerk to the said Com-
mission = = = =

862 8 0

THE

THE

COAST

OF

EDWARD RICHARDSON.

The above will amount to £100, which